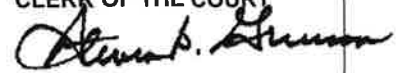


# **EXHIBIT F**

**EXHIBIT F**

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**ABSUPREA**  
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*Attorneys for Plaintiff*

**DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

PARNELL COLVIN, an individual;  
  
Plaintiff,

v.

TAKO, LLC, a domestic limited-liability  
company; and DOES I through X, inclusive;  
and ROE CORPORATIONS I through V,  
inclusive;

Defendants.

CASE NO.: A-20-820973-C  
DEPT. NO.: XIX

**PLAINTIFF'S SUPPLEMENTAL**  
**PETITION FOR EXEMPTION FROM**  
**ARBITRATION**

COMES NOW, Plaintiff, PARNELL COLVIN (hereinafter referred to as "Plaintiff"), by  
and through his attorney of record, TYLER M. CRAWFORD, ESQ., of the law firm of ATKINSON  
WATKINS & HOFFMANN, LLP, and hereby requests the above-entitled matter be exempt from  
Arbitration pursuant to Nevada Arbitration Rules 3 and 5, as this case:

1.        Presents a significant issue of public policy;
2.   X   Damages exceed \$50,000.00;
3.   X   Involves an amount in controversy in excess of \$50,000.00 exclusive of  
interest and costs;
4.        Presents unusual circumstances which constitute good cause for removal  
from the program;

1           5. \_\_\_\_\_ Requests declaratory relief.

2           A specific summary of the facts which support Plaintiff's Supplemental Petition for  
3 Exemption is as follows:

4                                   **I. NATURE OF THE CASE**

5           This case arises from a slip and fall incident that occurred on or about February 20, 2019. On  
6 that date, the Plaintiff was a tenant at Defendant TAKO, LLC's property located at 6681 Tara  
7 Avenue in Las Vegas, Nevada. Defendant negligently and carelessly failed to make necessary  
8 repairs in the Plaintiff's residence, resulting in flooding in the master bathroom, which caused the  
9 Plaintiff to slip, fall, and injure himself.

10                                  **II. ARGUMENT**

11           Plaintiff must only demonstrate that his case has a probable jury award of over \$50,000.  
12 Moreover, Plaintiff is not required by the NRCP, NAR, or Arbitration Commissioner to attach the  
13 entirety of the medical records to their request for exemption. To do so would be burdensome on  
14 the Office of the Commissioner. Plaintiff is also not required to send any of the Defendants his  
15 medical records and bills up to 14 days after the Case Conference has been held. That conference  
16 has not been held in this case yet.

17           Defendant's argument that Plaintiff's Request for Exemption from Arbitration must fail due to  
18 a lack of documentation or additional evidence supporting the claim of a probable jury award in  
19 excess of \$50,000 fails. Plaintiff inadvertently omitted his claim for lost wages in Plaintiff's  
20 Petition for Exemption from Arbitration but has supplemented this response with the necessary  
21 information. In addition, Plaintiff has suffered medical expenses in the amount of \$20,364.94, lost  
22 wages in the amount of \$37,190.64, and may have to undergo a medical procedure that will cost  
23 between \$31,420.00 to 40,420.00.

24           Plaintiff's Petition for Exemption should be granted. First, there are numerous issues in this  
25 case that will require a longer and more sophisticated discovery process than the arbitration  
26 program allows for. Second, Plaintiff's past medical expenses and lost wages amount to more than  
27 \$50,000. If this case stays in the arbitration program, Plaintiff's opportunity to be justly  
28 compensated for his injuries will be foreclosed.

### III. AMOUNT OF DAMAGEST SOUGHT

As a result of this incident, Plaintiff has required extensive medical treatment and care, including emergency medical treatment, radiological studies, chiropractic care, and orthopedic care. Plaintiff's past medical specials, lost wages, and reasonably estimated future medical expenses total more than the \$50,000.00 minimum valuation to exempt the case from the Nevada Arbitration Program. In specific, Plaintiff will seek the total amount of his past medical specials, future medical expenses, lost wages, and damages for pain and suffering, detailed below.

### IV. TOTAL MEDICAL SPECIALS INCURED TO DATE

#### Past Medical Specials

PROVIDER	DATES	COST
1. Spring Valley Hospital	02/20/2019	\$12,197.00
2. Shadow Emergency Physicians	02/20/2019	\$1,957.00
3. Desert Radiology	02/20/2019	\$304.12
4. C1 Chiropractic	03/04/2019 – 03/20/2019	\$2,456.82
5. Pueblo Medical Imaging	03/13/2019	\$3,300.00
6. A.S. Martin Orthopedics	04/01/2019 – 02/06/2020	\$150.00
	<b>TOTAL:</b>	<b>\$20,364.94</b>

### V. INJURIES SUSTAINED

Plaintiff's medical records state that he was diagnosed with the following:

- Traumatic lateral epicondylitis right elbow
- Right lateral collateral ligament sprain knee with partial tear of lateral retinaculum
- Concussion
- Subluxation of C5/C6 cervical vertebrae
- Subluxation of C6/C7 cervical vertebrae
- Injury of brachial plexus
- Cervicalgia
- Other cervical disc degeneration, unspecified cervical region
- Sprain of joints and ligaments of other parts of neck
- Other intervertebral disc disorders, lumbar region
- Other dorsalgia

- Sprain of unspecified site of right knee
- Sprain of ligaments of lumbar spine
- Tension-type headache
- Pain in right elbow
- Unspecified sprain of right elbow
- Pain in right shoulder
- Sprain of other specified parts of left shoulder girdle
- Unspecified internal derangement of right knee
- Prepatellar bursitis, right knee

This list of diagnoses is not exhaustive, not intended to substitute for the opinion of a medical expert and is subject to supplementation. Nothing herein should be construed as a resignation of Plaintiff's rights.

#### **VI. TREATMENT RENDERED**

On February 20, 2019, Plaintiff went to Spring Valley Hospital Medical Center. Plaintiff was diagnosed with a concussion and was released with a prescription for medicine. Plaintiff also treated at C1 Chiropractic, where he underwent chiropractic manipulative therapies, ultrasound therapy, electro-simulation, hot and cold packs therapy, and lumbo sacral support. Plaintiff was also under the care of Dr. Andrew Martin at A.S. Martin Orthopedics for his orthopedic needs.

#### **VII. PROGNOSIS/FUTURE TREATMENT RECOMMENDED**

Dr. Andrew Martin at A.S. Martin Orthopedics diagnosed Plaintiff with a right knee lateral collateral ligament grade 1 sprain with a high grade tear of lateral patellar retinaculum. Dr. Martin recommended Plaintiff undergo surgery if Plaintiff's pain continues with no relief of physical therapy. Plaintiff is still in pain currently. Provided is a brief estimate of the procedure and cost:

**Procedure: Repair primary torn ligament, cap, and knee collateral.**

PROVIDER	DATES	COST
1. Physician Fees (Andrew Martin, M.D.)	TBD	\$3,920.00
2. Anesthesia	TBD	\$500-\$1,500.00
3. Hospital (Summerlin Hospital)	TBD	\$27,000.00-35,000.00
	<b>TOTAL:</b>	<b>\$31,420.00 – 40,420.00</b>

1 **VIII. LOST WAGES**

2 Plaintiff inadvertently omitted his claim for lost wages in Plaintiff's Petition for Exemption  
3 from Arbitration. At the time of the accident, Plaintiff was a Journeyman Construction Laborer at  
4 LiUNA! Plaintiff earned \$27.65 at his hourly rate plus the hourly fringe benefits of \$28.36, which  
5 put his pay at \$56.01. As a result of his injuries, Plaintiff's lost wages total from the date of injury  
6 is \$37,190.64.

7 **IX. PAIN AND SUFFERING DAMAGES**

8 Plaintiff reserves the right to claim pain and suffering damages in an amount to be proven at  
9 trial.

10 **X. CONCLUSION**

11 There is no question this matter should be exempted from the Nevada Mandatory  
12 Arbitration Program based upon the injuries to the Plaintiff, as well as future medical treatment  
13 which may be necessary, Plaintiff's lost wages, and Plaintiff's extensive pain and suffering.

14 **XI. CERTIFICATION STATEMENT**

15 I hereby certify pursuant to NRCP 11 this case to be within the exemption(s) marked above  
16 and I am aware of the sanctions which may be imposed against any attorney or party who without  
17 good cause of justification attempts to remove a case from the arbitration program.

18 DATED this 17<sup>th</sup> day of November, 2020.

19 ATKINSON WATKINS & HOFFMANN, LLP

20 /s/ Tyler M. Crawford, Esq.

21 MATTHEW W. HOFFMANN, ESQ.

22 Nevada Bar No. 9061

23 TYLER M. CRAWFORD, ESQ.

24 Nevada Bar No. 10559

25 10789 W. Twain, Suite 100

26 Las Vegas, NV 89135

27 *Attorneys for Plaintiff*

**CERTIFICATE OF SERVICE**

Pursuant to NEFCR 9, NRCP 5(b) and EDCR 7.26, I certify that on this date, I served the foregoing **PLAINTIFF'S SUPPLEMENTAL PETITION FOR EXEMPTION FROM ARBITRATION** on the following parties by electronic transmission through the Odyssey system:

**Person(s) served:**

Scott W. Ulm, Esq.  
Nevada Bar No. 12652  
Jennifer D. Golanics, Esq.  
Nevada Bar No. 13687  
BREMER WHYTE BROWN & O'MEARA, LLP  
1160 N. Town Center Dr., Ste. 250  
Las Vegas, NV 89144  
*Attorneys for Defendant Tako, LLC*

DATED this 17<sup>th</sup> day of November, 2020.

/s/ Erika Jimenez

An Employee of ATKINSON WATKINS & HOFFMANN, LLP